



USAID
FROM THE AMERICAN PEOPLE

(OMB No. 0412-0012; Exp. Date 10/31/2006)

INVOICE-AND-CONTRACT ABSTRACT

1. COMMODITY SUPPLIER'S NAME AND ADDRESS		2. FOR USAID USE	
		3. USAID IMPLEMENTATION NUMBER	
4. IMPORTER'S NAME AND ADDRESS			
5. VESSEL		6. FLAG	7. PORT OF LOADING
8. COMMODITY INFORMATION			
a. Description of commodity and Schedule B No.		b. Gross Weight	c. Measurement
9. INVOICE INFORMATION	10. CONTRACT INFORMATION	11. SUPPLIER INFORMATION	
a. Number	a. Number	a. U.S. Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete b)	b. Estimated Value (% of block 9c) Furnished From U.S. Small Businesses %
b. Date	b. Date	c. U.S. Small Disadvantaged Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete d)	d. Estimated Value (% of block 9c) Furnished From U.S. Small Disadvantaged Businesses %
c. Amount After Discount	c. Total Amount		
	d. Source/Origin (Country)	e. U.S. Women-Owned Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete f)	f. Estimated Value (% of Block 9c) Furnished From U.S. Women-Owned Small Business %
		g. U.S. Veteran-Owned Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete h)	h. Estimated Value (% of Block 9c) Furnished From U.S. Veteran-Owned Small Business %
		i. U.S. Service-Disabled Veteran-Owned Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete j)	j. Estimated Value (% of Block 9c) Furnished From U.S. Service-Disabled Veteran-Owned Small Business %
12. INSURANCE INFORMATION		13. TRANSPORTATION INFORMATION	
a. Insured Value	c. <input type="checkbox"/> All-Risk Rate <input type="checkbox"/> War Risk Rate <input type="checkbox"/> Other (Specify) Rate	a. Vessel Type <input type="checkbox"/> Bulk <input type="checkbox"/> Liner <input type="checkbox"/> Tanker <input type="checkbox"/> Air	d. Freight Rate
b. Premium		b. B/L or Air Waybill Number	Other Freight Charges
		c. B/L or Air Waybill Date	Total Freight Charges
14. INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILAR PAYMENTS, AND SIDE PAYMENTS			
a. Recipient's Name		b. Recipient's Address	c. Amount Paid or To Be Paid
15. ADDITIONAL INFORMATION AND REMARKS		16. If Certification On Other Side Is Made By <input type="checkbox"/> Carrier Or <input type="checkbox"/> Insurer, Type Or Print Name And Address Of Company.	
Note to Paying Offices: Forward one(1) copy of the form submission to OSDBU/MRC, USAID/W			



USAID

SUPPLIER'S CERTIFICATE AND AGREEMENT WITH
THE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

FROM THE AMERICAN PEOPLE

(OMB No. 0412-0012; Exp. Date 10/31/2006)

The supplier hereby acknowledges that the sum claimed on the accompanying invoice to be due and owing under the terms of the purchase contract identified on the reverse hereof ("said contract") is to be paid, in whole or in part, out of funds made available by the U.S. Agency for International Development (USAID) under the Foreign Assistance Act of 1961, as amended. In consideration of the receipt of such sum, the supplier agrees with and certifies to USAID as follows:

1. The undersigned is the supplier of the commodities or commodity-related services indicated in the Invoice-and-Contract Abstract on the reverse hereof, has complied with the applicable provisions of Regulation 1 (22 CFR Part 201), as in effect on the date hereof is entitled under said contract and under the applicable letter of credit, credit advice, or other payment instructions to payment of the sum claimed, and is executing this Certificate and Agreement to obtain such payment from USAID funds.

2. On the basis of information from such sources as are available to the supplier upon reasonable investigation and to the best of its information and belief, the purchase price is not higher than the maximum price permitted under each of the applicable price rules of subpart G of USAID Regulation 1.

3. The supplier will, upon request of USAID, promptly refund to USAID any amount by which the purchase price exceeds the maximum price permitted under such provisions of subpart G of Regulation 1, plus interest [at rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621 (a)(2)] from the time of payment to the supplier.

4. The supplier will, upon request of USAID, promptly make appropriate refund to USAID, plus interest from the time of payment to the supplier, in the event of

- (a) its nonperformance, in whole or in part, under said contract, or including any failure to pay dispatch or
- (b) any breach by it of any of its undertakings in this Certificate and Agreement, or
- (c) any false certificate or representation made by it in this Certificate and Agreement or in the Invoice-and-Contract Abstract on the reverse hereof.

5. The amount shown on the reverse hereof in block 9c is net of all trade discounts, whether in the form of payments, credits, or allowances by the supplier or its agent to or for the account of the importer, including quantity and prompt payment discounts allowed other customers under similar circumstances. The supplier will promptly pay to USAID any adjustment refunds, credits, or allowances which hereafter become payable to or for the account of the importer arising out of the terms of said contract or the customs of the trade in compliance with instructions received from USAID.

6. The supplier has complied with the provisions of Section 201.65 of USAID Regulation 1 and has not compensated any person to obtain said contract except to the extent, if any, indicated on the reverse hereof.

7. The supplier or its agent has not given or received and will not give or receive a side payment, "kickback," commission, or any other payment, credit, allowance or benefit of any kind in connection with the said contract or any transaction or series of transactions of which said contract is a part, other than those payments or benefits permitted under Section 201.65 of USAID Regulation 1 and those referred to in paragraphs 1 and 5 above.

8. Any commodity supplied under said contract

- (a) is accurately described on the reverse hereof and, unless otherwise authorized by USAID, is new and unused, is not rebuilt or reconditioned, does not contain any rebuilt or reconditioned components, and has not been disposed of as surplus by any government agency; and
- (b) on the basis of information from such sources as are available to the supplier upon reasonable investigation, and to the best of its information and belief, meets the requirements of Section 201.11(b) of USAID Regulation 1 as to source, origin and nationality, and limitation on components.

9. If the supplier is the producer, manufacturer, or processor of the commodity, said contract is not a cost-plus-percentage-of-cost contract.

10. The supplier will for a period of not less than three (3) years after the date hereof maintain all business records and other documents which bear on its compliance with any of the undertakings and certifications herein and will, at any time requested by USAID, promptly make such records and documents available to USAID for examination and promptly furnish to USAID additional information in such form as USAID may request concerning the purchase price, the cost to the supplier of the commodities and/or commodity-related services involved, and/or any other facts, data, or business records relating to the supplier's compliance with its undertakings and certifications in this certificate and agreement.

11. The supplier has complied with the provisions contained and referred to in subpart D of USAID Regulation 1.

12. The supplier was not ineligible to act as a supplier or otherwise participate in the USAID financed transactions at the time of approval of the USAID Commodity Approval Application.

13. The commodity supplier certifies that it has submitted a copy of every ocean bill of lading, applicable to the commodities and transactions described on the reverse hereof to: (i) the Maritime Administration, National Cargo Division, 400 Seventh Street, S.W., Washington, D.C. 20590-0001; and (ii) Office of Acquisition and Assistance, Transportation and Commodity Division, USAID, Washington, D.C. 20523-7900 and that such bill(s) of lading state all the carrier's charges including the basis for calculation, such as weight or cubic measurements.

14. The supplier has filled in all applicable portions of the Invoice-and-Contract Abstract on the reverse hereof and certifies to the completeness and correctness of the information shown therein.

PERSONAL CERTIFICATION BY NATURAL PERSON SIGNING THIS CERTIFICATE AND AGREEMENT

The natural person who signs this Certificate and Agreement hereby certifies either that he/she is the supplier or that he/she has actual authority to sign on behalf of the supplier and to bind the supplier with regard to all certifications and agreements contained in this Certificate and Agreement. He/she further certifies, if he/she is not personally the supplier, that he/she is either an employee of the supplier or has a written power of attorney to sign for and bind the supplier. He/she acknowledges signing and submitting this Certificate and Agreement to receive payment from USAID funds and that USAID in making such payment will rely on the truth and accuracy of this Personal Certificate as well as all other representations in this Certificate and Agreement.

The Supplier's Certificate and Agreement and the Personal Certificate herein shall be governed by and interpreted according to the laws of the United States of America.

Type or print name and title of official authorized to sign

Signature of official authorized to sign for (check one) Date

Commodity Supplier Carrier Insurer

Place executed (City, County, State, Country)

NOTES: (a) Any amendments of or additions to the printed provisions of this Supplier's Certificate and Agreement are improper and will not be considered a part hereof. (b) False statements herein are punishable by United States Law. (c) The word "Copy" must be written after the signature on all copies other than the original.

INSTRUCTIONS FOR COMPLETING FORM AID 282

PAPERWORK REDUCTION ACT NOTICE. Information furnished will be used to verify compliance with legal requirements, as a basis for recourse in the event of noncompliance, and to monitor participation in USAID programs. It will be disclosed outside USAID only as provided by law. Submission of this information has been determined to be necessary to receive payment from USAID funds pursuant to 22 U.S.C. 2381.

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. You are not required to provide information requested on the a form subject to the Paperwork Reduction Act unless the form displays a valid OMB control number (see OMB control number in upper right-hand corner of page 1). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to:

U.S. Agency for International Development
Office of Acquisition and Assistance
Policy Division (M/OAA/P)
Washington, D.C. 20523-7801
and
Office of Management and Budget
Paperwork Reduction Project (0412-0012)
Washington, D.C. 20503

Do NOT use the above addresses for submitting the form.

EXECUTION AND SUBMISSION OF FORM. This form is designed for use with the U.S. Standard Master for International Trade. An original and one (1) copy of this form, completed by the following suppliers, as applicable, must accompany each invoice for which payment is requested:

- (a) Commodity Supplier – executed by the commodity supplier covering the cost of the commodity, including the cost of any commodity – related service paid by the commodity supplier for its own or the buyer's account;
- (b) Transportation Supplier (Carrier) – executed by each carrier or in the case of a through Bill of Lading, the issuing carrier, for the cost of the ocean or air transportation financed by USAID, whether or not the transportation is paid by the commodity supplier;
- (c) Insurance Supplier (Insurer) – executed by the insurer (or under the circumstances set forth in Section 201.52(b)(2) of USAID Regulation 1, by an insurance broker or the commodity supplier), whether or not the insurance is paid by the commodity supplier, for the cost of marine insurance financed by USAID when such cost exceeds \$50.

The original *must* be signed by a person authorized by the supplier who shall indicate his/her title and certify to his/her authority.

SUBMISSION IN ENGLISH LANGUAGE. The form must be completed in the English language *only* and all amounts of money must be shown in U.S. dollars.

OBTAINING FORMS. The form (as well copies of USAID Regulation 1 referenced in this form) may be obtained in limited quantities from banks holding USAID Letters of Commitment, from district offices of the Department of Commerce, the USAID office in the supplier's country, or the Information and Records Division (M/AS/IRD), U.S. Agency for International Development, Washington, D.C. 20523-2701. The form is also available as a macro on USAID's website at <http://www.usaid.gov/forms>. The form may be reproduced, providing the reproduction is identical in size and format.

INSTRUCTIONS FOR COMPLETING ENTRIES ON INVOICE-AND-CONTRACT ABSTRACT

GENERAL INSTRUCTIONS

Except as provided in the instructions for specific blocks, suppliers must complete all blocks or enter the letters 'NA' (Not Applicable), as follows:

Commodity Supplier – Complete all Blocks except 12 and 13; however, if the commodity supplier has paid for the transportation and/or insurance for its own or the buyer's account, Blocks 12 and/or 13 will also be completed by the commodity supplier; Block 11 is to be completed only when the address in block 1 is a U.S. address.

Transportation Supplier (Carrier) – Complete Blocks 1 through 8 as well as 13, 14, and 16.

Insurance Supplier (Insurer) – Complete Blocks 1 through 8a as well as 12, 14, and 16.

INSTRUCTIONS FOR INDIVIDUAL BLOCKS

Block 1: Enter the commodity supplier's name and address

BLOCK 2: For USAID use *only*.

BLOCK 3: Enter USAID implementing document number furnished in the Letter of Credit or Importer's instructions. This number will normally be the Letter of Commitment number.

BLOCK 4: ENTER THE IMPORTER'S NAME AND ADDRESS.

Caution: on documents prepared from the Standard Master, such as the Bill of Lading, the corresponding block may call for the name and address of the party to whom the carrier is to give notice of arrival. When such party is not the importer; be sure to enter the importer's name and address.

BLOCK 5: Enter the name of the vessel or airline.

BLOCK 6: Enter the flag of registry of vessel or airplane.

BLOCK 7: Enter the port shown on the Bill of Lading.

BLOCK 8: COMMODITY INFORMATION

- a. Enter the description of each commodity and its U.S. Department of Commerce Schedule B number, if available. For multi-item invoices, enter a summary description of the group of items and the appropriate Schedule B number (s), if available.
- b. Enter the Bill of Lading/Air Way bill weight.
- c. Enter the Bill of Lading/Air Way bill measurement.

BLOCK 9: INVOICE INFORMATION

- a. Enter the number of the accompanying invoice to which this abstract relates.
- b. Enter the invoice date.
- c. Enter the net amount for which the supplier seeks payment (see paragraphs 5 and 6 of the Supplier's Certificate).

BLOCK 10: CONTRACT INFORMATION

- a. Enter the contract number.
- b. Enter the date of the contract.
- c. Enter the total contract amount.
- d. Enter the country of source as defined in Section 201.01 of USAID Regulation 1.

BLOCK 11: SUPPLIER INFORMATION

Complete only when a U.S. address is indicated in Block 1. The information is required to enable USAID to compile reports requested by Congress.

a. Indicate whether the supplier is U.S. small business. "U.S. small business" means a concern, including its affiliates, that is: (i) located in the United States and making a significant contribution to the U.S. economy (through payment of taxes and/or use of American products, material and/or labor), (ii) organized for profit, (iii) independently owned and operated, (iv) not dominant in the field of operation in which it has bid on the subject contract, and (v) qualified as a small business under the criteria and size standards in 13 C.F.R. part 121. The size standards are available on the Internet at <http://www.sba.gov/size>.

For size standard purposes, a product or service shall be classified in only one industry, whose definition best describes the principal nature of the product or service being acquired even though for other purposes it could be classified in more than one. When a contract covers the purchase of multiple products or services that could be classified in two or more industries with different size standards, apply the size standard for the industry accounting for the greatest percentage of the contract price.

b. If the supplier is not a U.S. small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. small businesses.

c. Indicate whether the supplier is a U.S. small disadvantaged business. "Small disadvantaged business" means a business (i) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially disadvantaged individuals, and (ii) whose management and daily business operations are controlled by one or more such individuals.

"Socially disadvantaged" individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals.

INSTRUCTIONS FOR COMPLETING FORM AID 282 (cont.)

"Economically disadvantaged individuals" means socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged. Provided that their individuals net worth does not exceed \$750,000 (after taking into account exclusions set forth in 13 C.F.R. 124, 104 (c)(9)), individuals, who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans) are rebuttably to be presumed socially and economically disadvantaged.

"Subcontinent Asian Americans" means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, Nepal, or the Maldives.

"Asian Pacific Americans" means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Cambodia, Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, or Commonwealth of the Northern Mariana Islands.

"Native Americans" means American Indians, Eskimos, Aleuts, and native Hawaiians.

d. If the supplier is not a small disadvantaged business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are socially and economically disadvantaged enterprises.

e. Indicate whether the supplier is a U.S. women-owned small business. "Women-owned small business" means a business which is at least 51 percent owned by one or more women who are United States citizens and who also control and operate the business.

f. If the supplier is not a U.S. women-owned small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are women-owned business.

g. Indicate whether the supplier is a U.S. veteran-owned small business. "U.S. veteran-owned small business" means a U.S. small business that (i) not less than 51 percent of which is owned by one or more U.S. military veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and (ii) the management and daily business operations of which are controlled by one or more veterans.

h. If the supplier is not a U.S. veteran-owned small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers or components that are U.S. veteran-owned small businesses.

i. Indicate whether the supplier is a U.S. service-disabled veteran-owned small business. "Service-disabled veteran-owned small business means:

1. A small business (i) not less than 51 percent of which is owned by one or more service-disabled veterans, or in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans, and (ii) the management and daily business operations of which controlled by one or more service-disabled veterans, or in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

2. "Service-disabled veteran" means a veteran, with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

j. If the supplier is not a U.S. service-disabled veteran-owned small business, enter the best estimate of the percentage of the total invoice amount to be paid to subcontractors or suppliers of components who are U.S. service-disabled veteran-owned small businesses.

BLOCK 12: INSURANCE INFORMATION

COMPLETE BLOCK 12 *only* if the insurance premium exceeds \$50.

- a. Enter the insured value of the shipment.
- b. Enter the total premium.
- c. Enter the type of coverage and insurance rate. If "Other" is checked, explain in Block 15.

BLOCK 13: TRANSPORTATION INFORMATION

- a. Check vessel type.
- b. Enter Bill of Lading or air waybill number.
- c. Enter Bill of Lading or air waybill date.
- d. Enter the freight rate, other freight charges and the total dollar amount of freight charges after discount.

BLOCK 14: INFORMATION AS TO COMMISSIONS, CREDIT, ALLOWANCES, SIMILAR PAYMENTS AND SIDE PAYMENTS

Enter information on (a) all commissions and other payments, credits, allowances or benefits or any kind, paid or to be paid by the supplier to or for the benefit of its agent, the importer, or the importer's agent as required by Section 201.65 of USAID Regulation 1; and (b) any side payments, not shown on the invoice, made or to be made by the importer to the supplier, in connection with the transaction, as required by Section 201.66 of USAID Regulation 1. If there is insufficient space to furnish the required information in block 14, continue in block 15 or enter "Continued" or "See attached" in block 14a, and attach a separate sheet to the form. If no commissions or other payments, credits, allowances, benefits, or side payments are involved, enter "NONE" in block 14.

BLOCK 16: If the Supplier's Certificate is completed by the carrier or insurer, check the appropriate box and print or type carrier's or insurer's name and address.

**DO NOT INCLUDE THE INSTRUCTIONS ON PAGE 3 AND 4
WITH THE SUBMISSION OF THE COMPLETED FORM.**